

**2024-000746**

**Klamath County, Oregon**

**01/29/2024 03:30:01 PM**

**Fee: \$187.00**

Affidavit of Compliance with ORS 86.748(1)  
Trustee Sale Number: 168135

After Recording, Return To:  
The Mortgage Law Firm, LLC  
650 NE Holladay  
Suite 1600  
Portland, OR 97232

**AFFIDAVIT OF COMPLIANCE  
with ORS 86.748(1)**

<b>Grantor(s):</b>	Joann Ellis Unmarried
<b>Beneficiary:</b>	U.S. Bank National Association
<b>Mortgage Servicer:</b>	U.S. Bank National Association
<b>Trustee:</b>	The Mortgage Law Firm, LLC
<b>Trustee Sale Number:</b>	168135
<b>Property Address:</b>	3940 Shasta Way, Klamath Falls, OR, 97603
<b>DOT Rec.</b>	
<b>Instrument/Book/Page</b>	2008-000477

I, the undersigned, hereby declare that:

(1) I am the Vice President of U.S. Bank National Association., who is the Beneficiary in the above referenced trustee's sale.

(2) I certify that the Beneficiary and the Trustee as of this date are the Beneficiary and Trustee named above.

(3) ☒ The Grantor(s) did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.

**OR**

☐ The Grantor(s) did not provide the required documentation for a foreclosure avoidance measure; therefore, the review process was closed and the Grantor(s)'s eligibility could not be determined.

**OR**

☐ The Beneficiary sent a written notice to Grantor(s) explaining in plain language that:

☐ The Grantor(s) [is/are] not eligible for a foreclosure avoidance measure; or

☐ The Grantor(s) [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) and Beneficiary agreed.

(4) By reason of the above, the Beneficiary or Beneficiary's agent has complied with the requirements of ORS 86.748(1).

U.S. Bank National Association

Kimberly D. Jackson

Date: 1.24.2024

Name: Kimberly D. Jackson

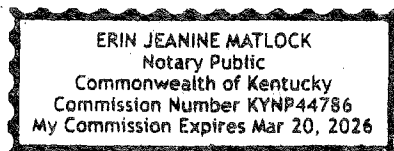
Title: Vice President

STATE OF KENTUCKY )

COUNTY OF DAVIESS )

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 24<sup>th</sup> day of January, 2024, by Kimberly D. Jackson as Vice President for U.S. Bank National Association. Said person is: personally known to me or produced sufficient identification in the form of drivers license.

{Insert Notary Seal}



Erin Jeanine Matlock  
Printed Name: Erin Jeanine Matlock  
Notary Public  
My Commission Expires: 3/20/26

RECORDING REQUESTED BY:  
The Mortgage Law Firm, LLC, Successor Trustee  
650 NE Holladay St. Suite 1600  
Portland, OR 97232

AND WHEN RECORDED MAIL TO:  
The Mortgage Law Firm, LLC  
650 NE Holladay St., Suite 1600  
Portland, OR 97232

Space Above This Line For Recorder's Use

**DECLARATION OF NON-MILITARY SERVICE**

Owner(s): **Joann Ellis**

T.S. No.: **168135**

I, the undersigned declare under penalty of perjury under the laws of the State of Oregon that, to the best of my knowledge, the foregoing is true and correct.

The individuals, **Joann Ellis Unmarried**, who were the grantors of deed of trust to **U.S. Bank Trust Company, National Association**, as Trustee, in favor of as Beneficiary, dated **12/12/2007**, recorded **01/11/2008**, in the official records of **Klamath** County, Oregon in as Instrument No. **2008-000477** are not now, or within the period of one year prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailor's Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948 as evidenced in the attached Military Status Report.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 10/9/2023

The Mortgage Law Firm, LLC

X

By: Jason L. Cotton, OSB #223275

State of California  
County of San Diego

}SS

On 10/9/2023 before me, Reza M. Kaghaazchi, Notary Public, personally appeared Jason L. Cotton who signed in his capacity of Managing Attorney of The Mortgage Law Firm LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Reza M. Kaghaazchi  
Notary Public

(Seal)



## DECLARATION OF MAILING

Reference No: 168135  
Mailing Number: 0117918-01  
Type of Mailing: Letter



STATE OF CALIFORNIA        }  
  } SS  
COUNTY OF SAN DIEGO        }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of The Mortgage Law Firm, PLC on 10/20/2023, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 23 2023        San Diego, California  
Date and Location

Declarant

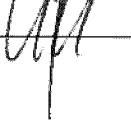
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

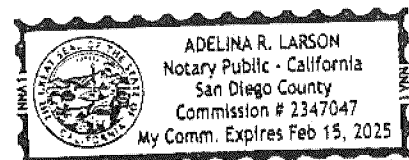
On October 23 2023 before me, Adelina R. Larson  
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



# **DECLARATION OF MAILING**



Reference No: 168135  
Mailing Number: 0117918-01  
Type of Mailing: Letter

STATE OF CALIFORNIA                }  
  } SS  
COUNTY OF SAN DIEGO            }

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- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

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October 23 2023                San Diego, California  
Date and Location

\_\_\_\_\_  
Declarant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**TRUSTEE'S NOTICE OF SALE**TS No.: **168135**APN: **524481**

Reference is made to that certain deed made by **Joann Ellis Unmarried** as Grantor to **U.S. Bank Trust Company, National Association**, as Trustee, in favor of **U.S. Bank, National Association N.D.** as Beneficiary, dated **12/12/2007**, recorded **01/11/2008**, in the official records of **Klamath County, Oregon** as Instrument No. **2008-000477** covering the following described real property situated in said County and State, to wit:

See:

**Lot 3, Block 2, BRYANT TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

Commonly known as: **3940 Shasta Way, Klamath Falls, OR 97603**

The current beneficiary is **U.S. Bank National Association** pursuant to assignment of deed of trust recorded on **01/11/2008** as **Inst No. 2008-000477** in the records of **Klamath, Oregon**. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

Make the monthly payments commencing with the payment due on **02/11/2023** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit:

Principal balance of: **\$45,418.69**;

Interest through **09/29/2023** in the amount of: **\$2,573.81**

Late Charges in the amount of: **\$125.00**

Attorney Fees in the amount of: **\$1,00.00**

Inspection Fees in the amount of: **\$15.00**

Together with the interest thereon at the rate **8.50%** per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust

The principal sum of **\$45,418.69** together with the interest thereon at the rate **8.50%** per annum from **01/11/2023** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **02/22/2024** at the hour of **1:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **front entrance of the Courthouse, located at 316 Main Street, Klamath Falls, OR 97601**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with

any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale.

In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

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## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 02/22/2024 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

#### RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.



## SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

## ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

**IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org>

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## NOTICE TO VETERANS

If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency.

Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service.

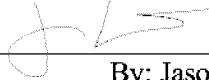
The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8).

Dated: 10/18/23

The Mortgage Law Firm, LLC

X



By: Jason L. Cotton, OSB #223275

Eric A. Marshack, OSB #050166

The Mortgage Law Firm, LLC

650 NE Holladay Suite 1600

Portland, OR 97232

Phone number for the Trustee: 1 (971) 270-1233

1 (619) 465-8200

**NOTICE:**  
**YOU ARE IN DANGER OF LOSING YOUR PROPERTY**  
**IF YOU DO NOT TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at:**

**Street**                **3940 Shasta Way**

**City:**   **Klamath Falls**

**State:**   **OR**

**ZIP:**   **97603**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of **10/11/2023** to bring your mortgage loan current was \$ **7,381.88**. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **1-855-698-7627** to find out the exact amount you must pay bring your to mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

The Mortgage Law Firm, LLC  
 650 NE Holladay St, Suite 1600  
 Portland, OR 97232

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD**  
**IF YOU DO NOT TAKE ACTION:**

**02/22/2024, 1:00 PM**

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**THIS IS WHAT YOU CAN DO**  
**TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.

2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call US Bank at **1-855-698-7627** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

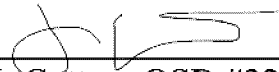
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **1-800 SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **[www.osbar.org](http://www.osbar.org)**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://www.oregonlawhelp.org>**.

**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 10/18/23

The Mortgage Law Firm, LLC

By: 

Jason L Cotton, OSB #223275

Attorney Trustee telephone number: 1-971-270-1230

Exhibit A to Declaration of Mailing

Postal Class:	First Class
Mail Date:	10/20/2023
Type of Mailing:	Letter
Attachment:	0117918-01 000 1020WEB MAX
0	(11)9690024862022348 1 Joann Ellis 3940 Shasta Way Klamath Falls, OR 97603
1	(11)9690024862022362 2 Joann Ellis 4505 Fuhrer St NE Salem, OR 97305
2	(11)9690024862022386 3 Occupant 3940 Shasta Way Klamath Falls, OR 97603
3	(11)9690024862022409 4 U.S. Bank, National Association, N.D. 4355 17th Avenue, S.W. Fargo, ND 58103

Sender: The Mortgage Law Firm, PLC  
27368 Via Industria Ste 201  
Temecula CA 92590

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret
Mail Date:	10/20/2023
Type of Mailing:	Letter
Attachment:	0117918-01 000 1020WEB MAX
0	71969002484079755508 1 Joann Ellis 3940 Shasta Way Klamath Falls, OR 97603
1	71969002484079755515 2 Joann Ellis 4505 Fuhrer St NE Salem, OR 97305
2	71969002484079755539 3 Occupant 3940 Shasta Way Klamath Falls, OR 97603
3	71969002484079755553 4 U.S. Bank, National Association, N.D. 4355 17th Avenue, S.W. Fargo, ND 58103

Sender: The Mortgage Law Firm, PLC  
27368 Via Industria Ste 201  
Temecula CA 92590

168135 / ELLIS  
ASAP# 4799722

TMLF

## AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Terry Griffin, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**3940 Shasta Way  
Klamath Falls, OR 97603**

As follows:

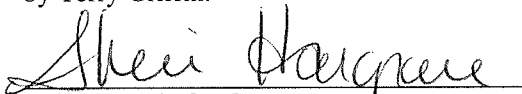
On 10/21/2023 at 2:22 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).


On 10/24/2023 at 5:24 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

On 10/27/2023 at 4:49 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 1 day of December, 2023  
by Terry Griffin.

  
Notary Public for Oregon

X   
Terry Griffin  
Nationwide Process Service, Inc.  
315 W Mill Plain Blvd., Suite 206  
Vancouver, WA 98660  
(503) 241-0636



\*364814\*

168135 / ELLIS  
ASAP# 4799722

TMLF

**AFFIDAVIT OF MAILING**

STATE OF OREGON  
County of Klamath

ss.

I, Terry Griffin, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On October 30, 2023, I mailed a copy of the Trustee's Notice of Sale, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

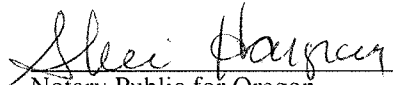
The envelope was addressed as follows:

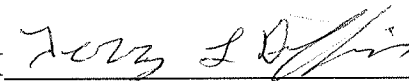
**OCCUPANT**  
**3940 Shasta Way**  
**Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **10/21/2023** as calculated pursuant to ORS 86.774 (1)(c).

I declare under the penalty of perjury that the above statement is true and correct.

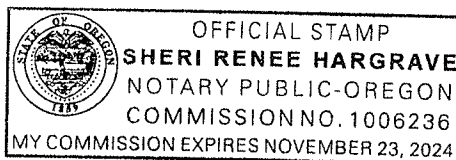
SUBSCRIBED AND SWORN BEFORE ME  
this 1 day of December, 20 23  
by Terry Griffin.

  
Notary Public for Oregon

X   
Terry Griffin  
Nationwide Process Service, Inc.  
315 W Mill Plain Blvd., Suite 206  
Vancouver, WA 98660  
(503) 241-0636



\*364814\*





**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

I, Joseph Hudon, General Manager being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97601 in the aforesaid county and state: that I know from my personal knowledge that the Legal # 23566 Sale 10/28/23 a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 2

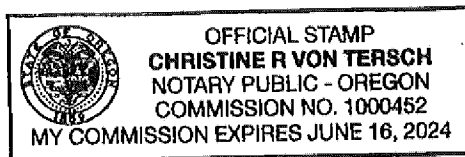
Insertion(s) in the following issues: 10/28/23, 11/04/23



Subscribed and sworn by Joseph Hudon before me on: On  
10th day of November, in the year of 2023



Notary Public of Oregon  
My commission expires June 16, 2024



**TRUSTEE'S NOTICE OF SALE**

TS No.: 168135 APN: 524481 Reference is made to that certain deed made by Joann Ellis Unmarried as Grantor to U.S. Bank Trust Company, National Association, as Trustee, in favor of U.S. Bank, National Association N.D. as Beneficiary, dated 12/12/2007, recorded 01/11/2008, in the official records of Klamath County, Oregon as Instrument No. 2008-000477 covering the following described real property situated in said County and State, to wit: See: Lot 3, Block 2, BRYANT TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Commonly known as: 3940 Shasta Way, Klamath Falls, OR 97603 The current beneficiary is U.S. Bank National Association pursuant to assignment of deed of trust recorded on 01/11/2008 as Inst No. 2008-000477 in the records of Klamath, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to: Make the monthly payments commencing with the payment due on 02/11/2023 and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$45,418.69; Interest through 09/29/2023 in the amount of: \$2,573.81 Late Charges in the amount of: \$125.00 Attorney Fees in the amount of: \$1,00.00 Inspection Fees in the amount of: \$15.00 Together with the interest thereon at the rate 8.50% per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust The principal sum of \$45,418.69 together with the interest thereon at the rate 8.50% per annum from 01/11/2023 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that the undersigned trustee will on 02/22/2024 at the hour of 1:00 PM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front entrance of the Courthouse, located at 316 Main Street, Klamath Falls, OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale. In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 02/22/2024 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place. The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant. If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. **PROTECTION FROM EVICTION IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:** • 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR • AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT. If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left. You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move. A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement: • Is the result of an arm's-length transaction; • Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and • Was entered into prior to the date of the foreclosure sale. **ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:** RENT YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE. **SECURITY DEPOSIT** You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord. **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE** The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise: • You do not owe rent; • The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and • You must move out by the date the new owner specifies in a notice to you. The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy. **IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. **OREGON STATE BAR**, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregon-lawhelp.org> **NOTICE TO VETERANS** If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service. The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only. The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8). Dated: 10/18/2023 The Mortgage Law Firm, LLC By: Jason L. Cotton, OSB #223275 Eric A. Marshack, OSB #050166 The Mortgage Law Firm, LLC 650 NE Holladay Suite 1600 Portland, OR 97232 Phone number for the Trustee: 1 (971) 270-1233 1 (619) 465-8200 A-4799722 10/25/2023, 11/01/2023, 11/08/2023, 11/15/2023 #23566 October 25, November 1, 8, 15, 2023